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Decision No. \_\_\_\_\_

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

IRVING M. FEIGES and NORMAN GREENBERG, )  
Complainants, )

vs.

Case No. 7360

SOUTHERN CALIFORNIA GAS COMPANY, a  
corporation,

Defendant.

I. M. Feiges, for complainants.  
Robert Salter, for defendant.  
Archibald E. Main, for Commission staff.

O R D E R

The complaint herein was filed on May 21, 1962. A public hearing thereon was held before Examiner Kent C. Rogers in Los Angeles on July 26, 1962.

The complainants, Irving M. Feiges and Norman Greenberg, seek a refund of a portion of the sums paid to the defendant, Southern California Gas Company, a corporation, for gas furnished to a 32-unit apartment house at 7025 North Rosemead Boulevard, San Gabriel, California. No specific amount is claimed, but complainants allege that the bills for the billing periods ending January 3, 1962, March 5, 1962, and April 3, 1962, being respectively \$160.97, \$128.18, and \$105.45, and averaging \$131.53, were excessive in that the average of the bills for the

12-month period commencing May 3, 1961, and ending May 3, 1962, was \$69.37 per month.

On June 18, 1962, the defendant filed an answer wherein, among other things, it denies that the bills rendered were exorbitantly high and alleges that an investigation showed that the complainants were not overcharged during the period complained of, or at any other time.

At the hearing, it was developed that the complainant Feiges is an agent for the complainant Greenberg and presently has no interest in the premises other than an expectancy. He did appear for Greenberg at the hearing.

The record and the pleadings show that the complainant Greenberg owns an apartment house with 32 units at 1600 South Baldwin Avenue, Arcadia, California. An attempt was made to draw a comparison of gas charges between said building and the building involved herein. It was shown, however, that (1) the Arcadia building is served by the Southern Counties Gas Company; (2) the rates are not the same; and (3) the building contained fewer occupants during the comparison period than the building involved herein. It is apparent, therefore, that there can be no comparison between the rates for the two apartment houses.

The evidence shows, among other things, that between May 3, 1961 and November 1, 1961, complainants had no gas bill in excess of \$97.51. For the period from November 1, 1961 to December 1, 1961, they received a gas bill of \$41.51. Thereafter, for December 1, 1961 to January 3, 1962, the bill was \$160.97; for January 3, 1962 to February 1, 1962, the bill was \$84.69; and in February and March, 1962, the bills were, as stated, \$128.18 and \$105.45, respectively. For the month of April 1962, the bill was

\$75.38. Complainant alleges that the \$41.51 bill is a normal bill and that the bills for the months of December, February and March were excessive. The defendant showed that for the month of November the meter was misread by 100,000 cubic feet, resulting in a billing for a consumption of 49,200 cubic feet, whereas the actual billing should have been 149,200 cubic feet. The company corrected this the next month when the \$160.97 bill was presented for a total of 202,100 cubic feet. Such procedure resulted in a saving to complainants of over \$2.00 on the two months' charges. The record shows, and we find, that the billing for the month of November 1961, was the result of a meter reader's error rather than a correct reflection of the gas consumption for said month, and that the adjustment by defendant was reasonable.

The company presented evidence to show that a gas meter registers a continuing total rather than a month-to-month reading only; that the company checks all meters and sets them to run on the slow side. The evidence shows that the meters involved were slow and that the complainants have received more gas than they paid for.

The record further shows that the months of February and March 1962, were unusually cold and had a greater number of cold days than normal, resulting in higher than normal gas consumption. The record further shows that the meters were in good condition at all times and that there were no leaks in the gas lines in complainants' premises. From the record herein it appears, and we find, that there is no merit in the complaint, and that the evidence fails to show that there was any charge by the defendant to complainants other than for gas actually consumed by them.

ORDER

Upon the evidence of record herein and the findings set forth,

IT IS ORDERED that the complaint be, and the same hereby is, dismissed.

The effective date of this order shall be twenty days after service thereof on the complainants, or either of them, and the defendant.

Dated at San Francisco, California, this 11th day of SEPTEMBER, 1962.

George D. Grover  
President

[Signature]

Fredrick B. Hallock

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Commissioners

Commissioner Peter E. Mitchell, being necessarily absent, did not participate in the disposition of this proceeding.

Commissioner Everett C. McKeage, being necessarily absent, did not participate in the disposition of this proceeding.